

1 JOHNSON & PHAM, LLP
2 Christopher D. Johnson, SBN: 222698
3 E-mail: cjohnson@johnsonpham.com
4 Christopher Q. Pham, SBN: 206697
5 E-mail: cpham@johnsonpham.com
6 Nicole Drey Huerter, SBN: 250235
7 E-mail: ndrey@johnsonpham.com
8 6355 Topanga Canyon Boulevard, Suite 326
9 Woodland Hills, California 91367
10 Telephone: (818) 888-7540
11 Facsimile: (818) 888-7544

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NOTE: CHANGES MADE BY THE COURT

Attorneys for Plaintiff
ADOBE SYSTEMS INCORPORATED

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

13 ADOBE SYSTEMS INCORPORATED,
14 a Delaware Corporation,

Plaintiff,

v.

16 DAFANG USA, LLC, a California
17 Limited Liability Company; DAFANG
18 SUN a/k/a DAVID SUN, an Individual;
and DOES 1-10, Inclusive,

Defendants.

Case No.: 2:18-cv-08504-VAP-AGR

**[PROPOSED] JUDGMENT,
INCLUDING PERMANENT
INJUNCTION, AGAINST
DEFENDANTS DAFANG USA,
LLC, AND DAFANG SUN A/K/A
DAVID SUN**

Hon. Virginia A. Phillips

21 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

22 Plaintiff ADOBE SYSTEMS INCORPORATED ("Plaintiff" or "Adobe") is
23 hereby awarded final judgment on its claims for relief against Defendants
24 DAFANG USA, LLC, and DAFANG SUN a/k/a DAVID SUN (collectively
25 "Defendants"), as set forth in Plaintiff's Complaint as the prevailing party in this
26 action under Rule 55(b) of the *Federal Rules of Civil Procedure*.
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1 WHEREAS, Defendants have offered for sale, sold, and distributed
2 counterfeit and/or unauthorized copies of Plaintiff's ADOBE®-branded software.

3 IT IS HEREBY ORDERED that pursuant to 15 U.S.C. § 1117(c) and 17
4 U.S.C. § 540(c), Plaintiff is hereby awarded final judgment on its claims for relief
5 against Defendants, jointly and severally, in the sum of \$360,000.00. Plaintiff shall
6 be eligible for all interest accrued from the date of entry of judgment in its efforts
7 to satisfy judgment awarded by this Court.

8 IT IS FURTHER ORDERED that pursuant to Local Rule 55-3, 15 U.S.C. §
9 1117, and 17 U.S.C. § 505, Plaintiff is hereby awarded attorneys' fees in the sum
10 of \$10,800.00.

11 IT IS FURTHER HEREBY ORDERED that Defendant and any person or
12 entity acting in concert with, or at his direction, including any and all officers,
13 directors, agents, servants, employees, and any others over which he may exercise
14 control, are hereby restrained and enjoined from engaging in, directly or indirectly,
15 or authorizing or assisting any third party to engage in, any of the following
16 activities:

17 1. Importing, exporting, manufacturing, downloading, uploading,
18 marketing, selling, offering for sale, distributing or dealing in any product or service
19 that uses, or otherwise making any use of any of Plaintiff's Trademarks or
20 Copyrights, including but not limited to any ADOBE®, A ADOBE®, A®, A®, and
21 ACROBAT® marks and works, and/or any Intellectual Property that is confusingly
22 or substantially similar to, or that constitutes a colorable imitation of, any of
23 Plaintiff's Trademarks and Copyrights, whether such use is as, on, in or in
24 connection with any trademark, service mark, trade name, logo, design, Internet use,
25 website, domain name, meta tag, advertising, promotion, solicitation, commercial
26 exploitation, television, web-based or any other program, or any product or service,
27 or otherwise. A list of Plaintiff's registered trademarks is attached and incorporated
28 by reference herein as **Exhibit A** (collectively referred to as the "Trademarks"). A

list of Plaintiff's registered copyrights is attached and incorporated by reference herein as **Exhibit B** (collectively referred to as the "Copyrights");

2. Importing, exporting, manufacturing, downloading, uploading, marketing, selling, offering for sale, distributing or dealing in any activation codes, keys, or serial numbers relating to any of Plaintiff's purported Trademarks or Copyrights and/or any Intellectual Property that is confusingly or substantially similar to, or that constitutes a colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

3. Importing, exporting, manufacturing, downloading, uploading, marketing, selling, offering for sale, distributing or dealing in any product or service that uses, or otherwise making any use of, any Original Equipment Manufacturer ("OEM"), educational or academic ("EDU"), government, foreign-made, Volume Licensing, beta, or Adobe Employee Software Purchasing Program software, activation keys, code, or serial numbers relating to Plaintiff's Trademarks or Copyrights;

4. Maintaining active for downloading purposes any servers, computer terminals and/or portals, or any electronic storage medium containing any of Plaintiff's Trademarks or Copyrights and/or any Intellectual Property that is confusingly or substantially similar to, or that constitutes a colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

5. Performing or allowing others employed by or representing him, or under his control, to perform any act or thing which is likely to injure Plaintiff, any of Plaintiff's Trademarks or Copyrights and/or Plaintiff's business reputation or goodwill, including making disparaging, negative or critical comments regarding Plaintiff or its products;

6. Engaging in any conduct that falsely represents that, or is likely to confuse, mislead, or deceive purchasers, customers, or members of the public to believe that, Defendants themselves are connected with, are in some way sponsored

1 by or affiliated with, purchase products from, or otherwise have a business
2 relationship with Plaintiff;

3 7. Hiding, disposing of, destroying, moving, relocating, or transferring
4 any and all products, advertising, promotional materials, or packaging bearing
5 and/or comprised of any of Plaintiff's Trademarks or Copyrights and/or any
6 Intellectual Property that is confusingly or substantially similar to, or that
7 constitutes a colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

8 8. Hiding, disposing of, destroying, moving, relocating, or transferring
9 any and all business records, specifically including any accountings, sales and
10 supply logs, customer journals, ledgers, invoices, and purchase orders, concerning
11 Defendants' import, export, manufacture, download, upload, marketing, sale, offer
12 for sale, distribution or dealing in any product or service that uses, or otherwise
13 making any use of, any of Plaintiff's Trademarks or Copyrights and/or any
14 Intellectual Property that is confusingly or substantially similar to, or that
15 constitutes a colorable imitation of, any of Plaintiff's Trademarks or Copyrights;

16 9. Hiding, disposing of, destroying, moving, relocating, or transferring
17 any and all computers, tablets, servers, blade, electronic storage devices, data, meta
18 data, electronic storage media, disks, CDs, DVDs, drives, flash drives, hard drives,
19 or related computer systems that include, denote, contain, possess, maintain and/or
20 are used to transfer any software, computer source code, computer information,
21 decrypted code, directories, files, libraries, and any related data that relate (either
22 directly or indirectly) to Plaintiff's Trademarks or Copyrights; and

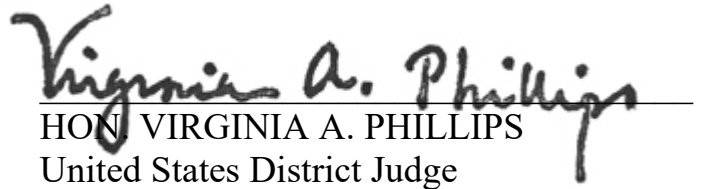
23 10. Using any Internet domain name that includes any of Plaintiff's
24 Trademarks or Copyrights.

25 IT IS FURTHER HEREBY ORDERED that Defendants shall not transfer or
26 dispose of any money or other tangible assets until further order from this Court.
27 ~~and in connection therewith:~~

1 ~~1. Any bank, savings and loan association, credit union, credit card,~~
2 ~~payment processor, merchant account, or other financial institution, including~~
3 ~~without limitation PayPal, Inc., shall immediately locate all accounts connected to~~
4 ~~Defendants, including accounts under Defendants' known aliases, and shall~~
5 ~~enjoined and restrained from transferring or disposing of any money or other~~
6 ~~tangible assets of Defendants unless further order from this Court.~~

7 ~~2. Any bank, savings and loan association, credit union, credit card,~~
8 ~~payment processor, merchant account, or other financial institution, including~~
9 ~~without limitation PayPal, Inc., shall immediately transfer to Plaintiff, through their~~
10 ~~counsel of record, any money, funds, or tangible assets of Defendants, including~~
11 ~~accounts under Defendants' known aliases, to satisfy this judgment as ordered~~
12 ~~herein.~~

13 IT IS SO ORDERED, ADJUDICATED and DECREED this 23rd day of
14 August, 2019.

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17 HON. VIRGINIA A. PHILLIPS
18 United States District Judge
19 Central District of California
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